gence in an adult having been shown, the negligence of his mother could not be imputed to him. *Nashville R. R. Co.* v. *Howard* (1904), — Tenn. —, 78 S. W. Rep. 1098.

While the doctrine that the negligence of a parent will be imputed to the child, announced in *Hartfield* v. *Roper*, 21 Wend. 615, 34 Am. Dec. 273, is now disapproved by the clear weight of authority, a number of courts hold that if the child is in the immediate custody of the parent, the latter's negligence will bar a recovery by the child. *Morrison* v. *Erie R. Co.*, 56 N. Y. 302; *Waite* v. *Northeastern R. Co.*, 1 El., Bl. & El. 719; *Grathen* v. *Chicago, etc. R. Co.*, 22 Fed. Rep. 609; *Stillson* v. *Hannibal, etc. R. Co.*, 67 Mo. 671. In *Cleveland, etc. R. Co.* v. *Manson*, 30 Ohio St. 451, and *Eskilden* v. *Seattle*, 29 Wash. 580, 70 Pac. Rep. 64, a recovery by the child was permitted, notwithstanding the immediate presence of the parent. However, where, as in the principal case, the conduct of the child is such that had it been an adult it would not have been guilty of negligence, the courts uniformly hold that a parent's negligence cannot be imputed to it. *Chicago City Ry.* v. *Robinson*, 127 Ill. 9; *Lynch* v. *Smith*, 104 Mass. 52, 6 Am. Rep. 188. On the general subject of imputed negligence between parent and child, see 21 L. R. A. 76, note.

WILLS—CONTRACT TO MAKE—CONVEYANCE OF HOMESTEAD—SPECIFIC PERFORMANCE.—Performance of personal services of such a character that their value cannot be estimated by a pecuniary standard, so that the court cannot restore the promisee to the situation in which he was when the contract was made, or compensate him in damages, is sufficient to take such a parol agreement out of the statute of frauds; and where the promise is to convey certain definite property the court will specifically enforce it. *Teske* v. *Dittberner* (1903),—Neb. —, 98 N. W. Rep. 57.

In regard to performance of personal services taking the contract out of the statute of frauds, see the discussion in the case of *In re Sheldon's Estate*, 2 MICHIGAN LAW REVIEW, 497. A portion of the real estate involved was at the time of the making of the agreement the family homestead of the promisor and his wife. Although the homestead was claimed only subject to the wife's rights, it was held that, since it was made without her consent, as to such homestead the agreement was a nullity, and could not operate to convey the reversionary estate. This ruling is in accord with the earlier Nebraska holdings, which are very strict in regard to homesteads, making all conveyances, when without the signature of the wife, not only voidable, but void. The rulings in regard to homesteads are in almost hopeless confusion. Supporting the holding of the principal case are cited: *Weitzner* v. *Thingstad*, 55 Minn. 244, 56 N. W. Rep. 817, and *Alford* v. *Lehman*, 76 Ala. 526. Against the holding in regard to the conveyance of the reversionary estate are a number of decisions following the leading case of *Ferguson* v. *Mason*, 60 Wis. 377, 19 N. W. Rep. 420.